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County of San Bernardino
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STANDARD CONTRACT

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to in the	State of	California	by and betwee	n the (County	/ of	San Bernardii	no, hereinafte	r called

THIS CONTRACT is entered in the County, and

Name

CPS HUMAN RESOUR	RCE SERVICES	hereinafter called	CONTRACTOR
Address			
241 LATHROP WAY			
SACRAMENTO, CA	95815		
Telephone	Federal ID No. or Social Security No.		
(916) 263-3613	68-0067209		

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS CONTRACT is made and entered into between the San Bernardino County Human Resources Department (hereinafter called the "County") and CPS Human Resource Services (hereinafter called "Contractor").

WHEREAS, the County desires to contract with Contractor to conduct classification studies related to the Clerical Unit, Social Service Practitioners, Children's Network, Public Health Managers, and individual selected studies for positions in the Department of Human Resources.

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WHEREAS, Contractor is engaged in the business of providing classification and compensation consulting services;

WHEREAS, it is the desire of the Contractor to assist the County with the classification studies.

NOW, THEREFORE, the County and Contractor do hereby agree as follows:

I. SERVICES PROVIDED

Subject to and in accordance with all other terms and conditions of this Contract, Contractor shall provide the following services:

- 1. Conduct a classification study of the Clerical Unit, in accordance with the project plan in Attachment A. The study will include the core classes of Administrative Clerk I and II; Clerk I, II, III, and IV; Chief Clerk; Fiscal Clerk I, II, and III; Public Information Clerk; Supervising Fiscal Clerk I and II; Secretary I and II; and Employee Benefits Representative. It will also include 29 specialized clerical classes. It will include both vacant and filled regular positions, not to exceed 3,900 positions.
- Conduct a classification study of Social Service Practitioners and Supervising Social Service Practitioners, in accordance with the project plan in Attachment B. The study will include all positions in the classes of Social Service Practitioner and Supervising Social Service Practitioner. It will include both vacant and filled regular positions, not to exceed 660 positions.
- Conduct a classification study of Public Health Managers, in accordance with the project plan in Attachment C. The study will include all positions in the class of Public Health Manager and one position in the class of Public Health Program Coordinator, not to exceed 21 positions.
- 4. Conduct a classification study of Children's Network, in accordance with the project plan in Attachment D. The study will include two positions, Children's Network Officer and Assistant Children's Network Officer.
- 5. Conduct classification studies for positions in the Human Resources Department as requested.
- 6. Conduct other classification studies as requested by the County.
- 7. All studies will be conducted consistent with detailed project methodology in Attachment E.
- 8. If requested by the County, customize and implement the Position Appraisal Method (PAM), a point-factor system of job analysis. Train County staff in the Position Appraisal Method and

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provide written documentation and instructions. This system will be provided as part of the first three studies, at no additional charge.

II. FEES AND CHARGES

In consideration of the services to be provided hereunder, County agrees to pay Contractor as follows:

- 1. Consultant work hours will be billed at ninety-five dollars (\$95) per hour, not to exceed \$392,750.
- 2. Travel expenses to be reimbursed at cost including, but not limited to, airfare, meals, and lodging. Travel time for consultants will be billed at half the hourly consultant rate. Mileage will be reimbursed at the IRS rate.
- 3. Miscellaneous expenses will be reimbursed at actual cost. This includes project related long distance phone calls, photocopies, and postage.

The anticipated and not to exceed costs for each specific study are as follows:

	Study	Staff Time	Travel Expenses	Mail, phone & materials	Not to Exceed Cost
1.	Clerical Unit	\$167,250	\$25,000	\$1,000	\$193,250
2.	Social Service Practitioners	\$65,000	\$6,500	\$1,000	\$72,500
3.	Public Health Managers	\$24,000	\$2,500	\$500	\$27,000
4.	Children's Network				\$5,000

Under no circumstances shall the project cost exceed the total cost listed above for the work hereby included in this Contract. The County may pay less, however, if the time and expenses are less than anticipated.

Not to exceed costs for other studies requested during the term of this contract will be determined based upon the scope of work required.

III. BILLINGS/NOTICES

Except as described in Section V, all notices required or which may be given under the terms of this Contract will be in writing, and will be delivered personally or sent by mail either certified, registered or express mail. All notices shall be deemed given when so delivered personally or if

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mailed by certified or registered mail, four (4) days after the date of mailing or if mailed by express mail, on the next business day as follows:

1. If to the County:

County of San Bernardino
Human Resources Department
Classification Section
Attn: Linda Matthews, Classification Manager
157 West Fifth Street, 1st Floor
San Bernardino, CA 92415-0440

2. If to the Contractor:

CPS Human Resource Services Susan Helland, Client Services Manager 241 Lathrop Way Sacramento, CA 95815

IV. TERM OF CONTRACT

The term of this Contract shall be for a period of three (3) years, commencing on July 1, 2003, and continuing through June 30, 2006, subject to the following provisions.

- 1. The County may terminate after notice of material breach is sent to the Contractor and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Contract, the term "material breach" shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.
- 2. The Contract may be terminated by the Contractor with cause if the County fails to pay the consulting fees in the amount and manner required by the approved contract provided the County has been duly notified of such failure subject to thirty (30) days notice to cure such breach.
- 3. The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected Contractor shall be paid for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title, if necessary, all complete work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

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4. The Director of Human Resources has full discretion and authority to exercise County termination rights under this Contract.

V. GENERAL

This Contract shall be governed by and construed in all respects in accordance with the laws of the State of California.

- 1. Representation of the County. In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.
- 2. **Change of Address**. Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.
- 3. **Contract Assignability**. Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
- 4. **Subcontracting**. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- 5. Copyright. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract, must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials. Nothing in this Contract shall be interpreted to limit Contractor's rights to independently engage in commercial transactions with third parties involving any work not contemplated under this Contract, but which may require expertise and abilities gained by Contractor in the course of this Contract. Contractor has the right to use similar source code, empty database structures, and other materials for these projects without consent of, nor notice to, County and County as no right to any royaltytype payments for such use.

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- 6. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section VI, Indemnification and Insurance Requirements.
- 7. Conflict of Interest. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or officers of the County from using their positions that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

- 8. Licenses and Permits. Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.
- 9. Recycled Product Procurement Policy. Contractor agrees to comply with the County's Recycled Product Procurement Policy No. 11-17, which states, "It is County policy to promote the development of markets for recycled and recyclable products by establishing preferential purchase programs applicable to San Bernardino County departments, consultants, contractors, and other entities or organizations doing business with the County."
- 10. **Americans with Disabilities Act**. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- 11. **Notification**. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) working day, in writing and by telephone to the County.
- 12. **Contract Amendments**. Contractor agrees any amendments, alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the County Board of Supervisors.

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- 13. Venue. The venue of any action or claim brought by any party to enforce the provisions of this Contract shall be San Bernardino County. Each party hereby waives any law or rules of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.
- 14. **Jury Trial Waiver**. Contractor and County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against County or County against Contractor on any matter arising out of, or in any way connected with this Contract, the relationship of Contractor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation emergency or otherwise, now or hereafter in effect.
- 15. **Key Personnel**. Contractor must provide a list of and the resumes of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from County transactions or projects without the written approval of the County. An individual who will be the main contact person must also be identified. If the main contact person will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County for that period. Key personnel must respond to the County within two (2) County business days.
- 16. **Former County Officials**. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- 17. **Invoices**. Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Contract within twenty (20) days of the end of the previous month.
- 18. Ownership of Documents. All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to this Contract shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

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- 19. **Release of Information**. No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.
- 20. **Legality and Severability**. The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- 21. **Inaccuracies and Misrepresentations**. If in the administration of an Agreement, the County determines that Contractor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process; the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Improper Consideration**. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

23. **Right to Monitor and Audit**. The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

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All records pertaining to services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later.

VI. INDEMNIFICATION AND INSURANCE

- Indemnification. Contractor agrees to indemnify, defend and hold harmless the County and
 its authorized officers, employees, agents, and volunteers from any and all claims, actions,
 losses, damages, and/or liability arising from Contractor's acts, errors or omissions and for
 any costs or expenses incurred by the County on account of any claims therefore, except
 where such indemnification is prohibited by law.
- 2. **Insurance**. Without in any way affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:
 - a. Worker's Compensation. A program of Worker's Compensation Insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with two hundred fifty thousand dollars (\$250,000) limits, covering all persons providing services on behalf of Contractor and all risks to such persons under this Contract.
 - b. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1.000.000).
 - c. Errors and Omissions Liability Insurance. Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage, and three million dollars (\$3,000,000) in the aggregate; or
 - d. Professional Liability. Professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim.
- 3. Additional Named Insured. All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- 4. Waiver of Subrogation Rights. Except for Errors and Omissions and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of

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subrogation against the County, its officers, employees, agents, volunteers, contractors and sub-contractors.

- 5. **Policies Primary and Non-Contributory**. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 6. Proof of Coverage. Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder; these certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.
- 7. **Insurance Review**. The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of the past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

VII. CONTRACT COMPLIANCE

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of the County of San Bernardino at (909) 387-2165.

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VIII. FULL UNDERSTANDING

This Contract, consisting of 23 pages, represents the full and complete understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties.

(Authorized signature - sign in blue ink) Susan Helland (Print or type name of person signing contract) Client Services Manager	
(Print or type name of person signing contract)	
le Client Services Manager	
Title Client Services Manager (Print or Type) Dated:	
Sacramento, CA 95815	
ance Presented to BOS for Signature	
Department Head	
Date	
C	

Attachment A: Clerical Unit

The Clerical Unit has over 3,000 employees and 50 different classifications.

Class Title	Number of Positions	Class Title	Number of Positions
Core Positions		Specialized Positions	
Administrative Clerk I	11	Call Center Clerk	11
Administrative Clerk II	18	Collections Clerk	6
Chief Clerk	12	Communications Operator	4
Clerk I	37	Data Control Clerk I	5
Clerk II	1087	Data Control Clerk II	3
Clerk III	786	Data Entry Operator I	15
Clerk IV	89	Data Entry Operator II	5
Employee Benefits Representative	22	Elections Clerk	4
Fiscal Clerk I	154	Financial Interviewer	37
Fiscal Clerk II	390	Imaging Clerk	2
Fiscal Clerk III	55	Interpreter/Translator	40
Public Information Clerk	172	Library Page	10
Secretary I	248	Mail Clerk I	1
Secretary II	50	Mail Clerk II	27
Supervising Fiscal Clerk I	34	Mail Clerk III	3
Supervising Fiscal Clerk II	<u>13</u>	Medical Transcriber	12
		Messenger	5
Total Core Positions	3276	Museum Clerk	5
		Recordable Document Clerk I	12
		Recordable Document Clerk II	1
		Sheriff's Civil Clerk I	13
		Sheriff's Civil Clerk II	12
		Sheriff's Custody Assistant	81
		Sheriff's Records Clerk	28
		Sheriff's Station Clerk	82
		Telephone Operator	9
		Transcriber Typist I	28
		Transcriber Typist II	16
		Ward Clerk	<u>108</u>
		Total Specialized Positions	586

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Clerical Unit project plan:

Phase/Task	Timeframe
Phase 1 – Project Initiation & System Assessment	
Task 1. Project initiation and management, gather and review relevant information, including current strengths and weaknesses of the series	Week 1
Task 2. Orientation and completion of Position	Week 1;
Description Questionnaires	Questionnaire completion Weeks 2 - 5
Phase 2 – Classification & Internal Equity Review	
Task 3. Review Position Description Questionnaires	Weeks 6 - 10
Task 4. Conduct 25-30% on-site interviews	Weeks 11 -14
Task 5. Update classification specifications	Weeks 15 -17
Task 6. Employee and department head review process	Weeks 18 -19
Task 7. Review internal equity system. Option of establishing Position Appraisal Method	Weeks 20 - 22
Phase 3 – Labor Market Survey	
Task 8. Design and conduct labor market survey	Weeks 23 -28
Task 9. Update pay plan and assign grades	Weeks 29 -30
Phase 4 – Recommendations & Reporting	
Task 10. Train staff on methodologies used	Week 31
Task 11. Submit draft and final reports	Weeks 31-33

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Attachment B: Social Service Practitioners

Currently there are 539 Social Service Practitioner and 119 Supervising Social Service Practitioner positions. Most positions are assigned to the Department of Children's Services and the Office of Aging and Adult Services.

Phase/Task	Timeframe
Phase 1 – Project Initiation & System Assessment	
Task 1. Project initiation and management, gather and review relevant information, including current strengths and weaknesses of the series	Week 1
Task 2. Orientation and completion of Position	Week 1;
Description Questionnaires	Questionnaire completion Weeks 2-5
Phase 2 – Classification & Internal Equity Review	
Task 3. Review Position Description Questionnaires	Week 6
Task 4. Conduct 25-30% on-site interviews	Week 7
Task 5. Update classification specifications	Week 8
Task 6. Employee and department head review process	Weeks 9 -10
Task 7. Review internal equity system. Option of establishing Position Appraisal Method	Week 11
Phase 3 – Labor Market Survey	
Task 8. Design and conduct labor market survey	Weeks 12 -16
Task 9. Update pay plan and assign grades	Week 17
Phase 4 - Recommendations & Reporting	
Task 10. Train staff on methodologies used	Week 18
Task 11. Submit draft and final reports	Weeks 19-20

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Attachment C: Public Health Managers

Currently there are 21 positions directing one or more public health activities. Pay rates are set on an extended range and are established by a formula including budget and staffing levels. Evaluate the duties and pay structures of the positions and recommend new classification and pay structures to replace the current formula-driven pay structure.

Phase/Task	Timeframe
Phase 1 – Project Initiation & System Assessment	
Task 1. Project initiation and management, gather and review relevant information, including current strengths and weaknesses of the series	Week 1
Task 2. Orientation and completion of Position	Week 1;
Description Questionnaires	Questionnaire completion Weeks 2-5
Phase 2 – Classification & Internal Equity Review	
Task 3. Review Position Description Questionnaires	Week 6
Task 4. Conduct 25-30% on-site interviews	Week 7
Task 5. Update classification specifications	Week 8
Task 6. Employee and department head review process	Weeks 9 -10
Task 7. Review internal equity system. Option of establishing Position Appraisal Method	Week 11
Phase 3 – Labor Market Survey	
Task 8. Design and conduct labor market survey	Weeks 12 -16
Task 9. Update pay plan and assign grades	Weeks 17- 18
Phase 4 - Recommendations & Reporting	
Task 10. Train staff on methodologies used	Week 19
Task 11. Submit draft and final reports	Weeks 20 - 21

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Attachment D: Children's Network

The study will include two positions, Children's Network Officer and Assistant Children's Network Officer.

Phase/Task	Timeframe
Phase 1 – Project Initiation & System Assessment	
Task 1. Project initiation and management, gather and review relevant information, including current strengths and weaknesses of the series	Week 1
Task 2. Orientation and completion of Position	Week 1;
Description Questionnaires	Questionnaire completion Weeks 2-5
Phase 2 – Classification & Internal Equity Review	
Task 3. Review Position Description Questionnaires	Week 6
Task 4. Conduct 100% on-site interviews	Week 7
Task 5. Update classification specifications	Week 7
Task 6. Employee and department head review process	Weeks 8 -9
Task 7. Review internal equity system. Option of establishing Position Appraisal Method	Week 10
Phase 3 – Labor Market Survey	
Task 8. Design and conduct labor market survey	Weeks 11 -15
Task 9. Update pay plan and assign grades	Week 16
Phase 4 - Recommendations & Reporting	
Task 10. Train staff on methodologies used	Week 17
Task 11. Submit draft and final reports	Weeks 17-18

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Attachment E Description of Project Methodology

In Contractor's experience, an advisory committee works very effectively. If requested by County, Contractor will work with such a committee.

Contractor will use the following methodology for all studies unless modifications agreed to by the County.

Phase 1 – Project Initiation and System Assessment

Task 1: Project Initiation and Management

Key to the success of this project is strong project management and effective project planning. Contractor will start the study with initial planning meetings with the County, project manager, Human Resources officials, and consultants. During these meetings Contractor will develop a more detailed project methodology and timetable and reach agreement on the tasks, dates, and appropriate roles for the consultants and staff. Contractor will also conduct a series of orientation meetings for management and employees. In the orientation meetings, Contractor's staff will explain the questionnaires and answer any questions about their completion, as well as the project methodology and approach.

Task 2: Classification and Compensation System Assessment

Maintaining sound classification and compensation plans requires an understanding of the strengths and weaknesses of the current plans. It is essential that prospective changes to conform to current needs and requirements maintain established strengths, while being responsive to identified weaknesses. Operationally, common assessment indicators include:

- Does the plan still reflect the organizational values, jobs, and functions of the County?
- Do the class specifications correspond with current job content detail?
- What are organizational and occupational compa-ratios?
- Are policies and practices for administering the plan working?
- Does the County use competency-based approaches and other proven approaches and best practices to the County's pay plan?

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Phase 2 – Classification and Internal Equity Review

Task 3: Position Description Questionnaires

Contractor will use a Position Description Questionnaire (PDQ) to obtain information on essential functions of positions. All employees under the study will be asked to describe their essential functions, physical requirements, responsibilities, and accountabilities. Contractor will assess the adequacy of the current position description questionnaire to assess whether it adequately captures the necessary information for updating the classification plan and internal equity evaluation, factor evaluation system, ADA requirements, and job requirements.

Task 4: Conduct On-Site Interviews

Contractor will analyze current Position Description Questionnaires to gain a better understanding of the various operations, functions, and jobs. It is assumed that the County staff will collect, tack, sort, and organize the incoming Position Description Questionnaires.

Contractor will select employees for interviews based upon: (1) the need for at least one position in every classification title; (2) the need for at least one position in each salary or pay range; (3) the need for appropriate representatives from all departments; (4) the need to clarify, supplement, or verify information provided by the position description questionnaires or updated position descriptions; and (5) positions identified by supervisors and department heads requiring reclassification.

During the audit phase, Contractor's project manager will meet with the designated County representative, such as a recommended advisory committee, to solicit input regarding particular classification and compensation problems in the jurisdiction and to obtain views and comments on the County's pay philosophy, pay system, and relevant issues.

Task 5: Update Job Specifications and Classification Plan

Contractor will direct its effort to recommending changes to the County's class concepts and structure on the basis of accurate and current information regarding duties and responsibilities collected in the PDQs. Some of Contractor's recent studies have resulted in fewer classes with broader concepts to permit greater organizational flexibility and cross-training that is occurring with the flatter organizational structures. Contractor will identify obsolete classes to be abolished, consolidate overlapping and duplicating classes, and establish new classes to recognize new or changed organizational and functional assignments and new technology, and structure the classifications to properly reflect the assignment of responsibilities. Contractor will

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prepare job specifications for new or modified dassifications proposed in the County's format, or an approved different format.

Task 6: Employee and Department Head Review and Comment

Copies of the new and revised job specifications will be submitted to department directors and employees for review and comment. Comments will be reviewed and incorporated into the specifications as appropriate.

Task 7: Establish Internal Equity System with the Position Appraisal Method

Contractor will evaluate the classification or position allocation to be consistent with principles of public sector merit systems, and the County's Personnel Rules, Memoranda of Understandings (MOUs), and compensation philosophy.

If appropriate and agreed to by County, Contractor will use the **Position Appraisal Method (PAM)** to establish a defensible and sound internal equity system for the County. **PAM** is a non-proprietary point-factor job evaluation that was developed specifically for public sector organizations.

The evaluation of relative job worth has advanced in recent years from relying solely on the labor market to a more structured evaluation of what the job is worth to the organization. This approach looks at job factors common across occupational fields; job factors such as what type of knowledge and ability requirements are necessary, what supervision is exercised, what is the effect of decisions and actions and how much independence is there in problem solving and taking action. The approach known as the **Position Appraisal Method** has identified and defined seven of these factors to make the job evaluation process more quantitative and defensible.

PAM is based upon the functions found in municipalities, including organizational structure and the kinds of work actually being done. PAM evaluates seven different aspects of work:

- 1. Nature of work, knowledge, and ability requirements.
- 2. Supervision exercised/scope of responsibility.
- 3. Scope and effect of decisions and actions.
- 4. Problem solving and complexity/nature and extent of guidelines.
- 5. Application (level) of authority.
- 6. Purposes and nature of work contacts.
- 7. Physical and sensory demands or hazards in work.

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The factors and degrees do not use key words and are not occupationally specific; this means that very different kinds of jobs can be compared across-the-board on the same factors. By totaling the points associated with each of a job's evaluated factor degree levels, a numerical measure of relative internal value or organizational worth of that job is determined. One great advantage of PAM is that these job classification point totals can be statistically related to data collected from labor market salary surveys.

PAM is a non-proprietary system tailored to your organization.

- Factor levels and definitions are modified to conform to the work levels and organizational structure in the individual jurisdiction.
- Factor weights and point assignments are developed with the client to reflect their mission, structure, goals, and values.
- Client-specific language and terms are introduced into the factor definitions whenever possible to aid in interpreting and applying the system.

The result of these PAM modifications and adjustments will be a custom-fitted and modern point-factor job evaluation system designed expressly for the County. The system is compatible with future job and organizational restructuring since the modified job elements can easily be reevaluated without the need for extra consultant hours.

Evaluate Classifications. Each of the classifications will be evaluated on the PAM factors or current internal equity system as approved by the County. The classifications will receive a total point rating or appropriate rating factors reflecting internal worth. The system will link classifications and their pay rates with labor market rates in order to align internal equity and external competitiveness for pay recommendations. CPS often works with the Stakeholder/Advisory committee to determine the relative importance of these factors to the jurisdiction and review initial factoring results.

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Phase 3 – Labor Market Survey & Pay Plan Review

Task 8: Design and Conduct Labor Market Survey

After consulting with the County, Contractor's project team will recommend and define the benchmarks and labor market(s) to be included in the survey by considering areas from which employees are recruited, reside, and work; factors affecting job turnover and separation rates; comparative economic conditions and work force composition considerations; and other pertinent factors especially significant to the County. The applicable labor market(s) will include local, regional, state or national public and private sector agencies as well as survey data from recent published and unpublished local, regional, state or national studies. Markets to be included shall be approved by County.

Contractor will, with input from County officials:

- Determine labor markets to survey.
- Select and write benchmark survey descriptions.
- Design the pay survey questionnaire.
- Analyze and evaluate pay data.

One important consideration when making labor market determinations is the areas from which employees are recruited, reside, and work. The most relevant, immediately definable primary market for the County is those jurisdictions and organizations within commuting distance. In the event that the County has hired selected staff from outside the local community, it is recommended that some regional, state or national data be collected. In addition to the survey, this data is easily supplemented from several reliable sources such as ICMA, BLS, and related published sources.

Benchmark classes will be selected by the Contractor in full cooperation with relevant County staff. Criteria for selection of benchmarks will include proportionate representation of heavily populated classes and occupational groups, the availability of occupational matches among outside employers, and the need for data to resolve pay issues. The criteria listed above are not meant to be exhaustive but are intended to be illustrative of the criteria that would be used to select benchmark positions.

The Contractor's project team will work with the County to identify information that is of interest to the County. The team will develop a format and design for the survey document(s). In addition to actual survey data, information will be obtained regarding such issues as jurisdiction population, number of employees, number of hours in the scheduled work week for various class groups, and anticipated percentage increase of next pay raise and standard fringe benefits.

The Contractor's project team will conduct statistical analyses for each benchmark position. On the basis of such analyses, comparisons will be made with the County's existing pay rates, differences between current and labor market rates will be shown

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and average percentage differences will be provided, and, in particular, Contractor's review will focus on the compression issues in the supervisory and management levels.

Task 9: Develop Pay Plan and Assign Grades

Contractor will analyze different pay structures to best reflect the labor market data and County's compensation philosophy. Contractor will evaluate appropriate percentages between grades and range width (from minimum to maximum). Pay compression issues and any needed career ladder issues will be addressed.

Contractor will recommend the appropriate salary grades and ranges for positions allocated to the proposed general plan and update/develop pay structures that minimize the potential for ethnic or gender bias in the setting of pay ranges.

Pay grades will be assigned using three guiding criteria:

- 1. The degree of difficulty and responsibility of work.
- 2. Necessary organizational hierarchy reflecting administrative and supervisory levels.
- 3, The external labor market salary survey.

Contractor will provide implementation approaches that will allow for as smooth a transition as possible into pay plan changes that Contractor may propose. Contractor's extensive experience in public sector compensation work enables Contractor to provide numerous alternatives that comply with legal standards, conform to the County's ability to pay, and allow a fair transition for employees. Contractor will review policies that guide the placement of individual employees into the proposed pay ranges and provide procedural guidelines and rules for future salary adjustments due to reallocation, reclassification, promotion, and temporary assignment to higher class.

Phase 4 – Submissions and Presentations

Task 10: Train County Human Resources Staff on Internal Equity System and Other Features

Contractor will tain designated County staff on the Position Appraisal Method of job evaluation and classification plan development to ensure the County fully understands the underlying logic used to develop the recommendations.

Task 11: Submit Draft and Final Reports

Contractor will prepare and submit a draft report for internal review and comment by County, which includes a set of all classification plan recommendations, implementation

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alternatives, findings and recommendations, and procedures for administering and maintaining the classification system.

After the draft findings and recommendations have been reviewed, Contractor will incorporate comments and suggestions, as appropriate, into the final report. Contractor will be available to present the findings and recommendations and answer questions.

If needed, Contractor will present findings in open and closed sessions of the Board of Supervisors and other meetings with management and employee associations.

Description of the Scope of Involvement of County Staff

The classification and compensation study will require the involvement of the County's Human Resources staff, department heads, and employees as follows:

- All employees within the studies will be asked to complete a Position Description Questionnaire (PDQ) describing their current duties and responsibilities. Staff will need time to attend an orientation meeting and complete a Position Description Questionnaire.
- 2. All department heads will be asked to review and comment on PDQs completed by their employees.
- 3. Interviews will be conducted with approximately thirty percent (30%) of employees covered by the study to discuss their work, job responsibilities, and duties.
- 4. Whether through Human Resources staff, advisory committee or other County officials, Contractor will meet to review and decide on benchmark jobs to survey, labor markets, and employers to include in the labor market survey as well as provide input on factor weightings.

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